



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT • RISK MANAGEMENT DIVISION
500 Castro Street • Post Office Box 7540 • Mountain View • California • 94039-7540
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**VOLUNTARY ASSUMPTION OF RISK, RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT**

I, _____, am participating as a volunteer and will be permitted on the City of Mountain View's property at _____ on _____, from _____ to _____ to take part in a voluntary special event ("_____").

The City of Mountain View (hereinafter "City") is willing to allow me to participate on City property during the _____, if I agree to the following conditions:

I hereby waive, release, and discharge any and all claims for loss or damage of any kind, including, but not limited to, death, personal injury, or property damage against the City of Mountain View, its officers, officials, employees, and volunteers that I may sustain or may accrue as a result of my participation in the _____ and my presence on City property. I understand and agree that this waiver and release includes claims or damages caused in whole or in part by the negligent acts or omissions of the City, its officers, officials, employees, and volunteers.

I agree to indemnify, defend, and hold harmless City, its officers, officials, employees, and volunteers from any and all liabilities for claims, loss, demands, injury, damages, or actions by third parties that arise out of or related to my participation in the _____ on my own behalf. In the event of a loss, I shall look solely to my own insurance coverage for recovery. My insurance coverage is primary and noncontributory. I agree to a waiver of any right to subrogation which any insurer I may acquire against City by virtue of the payment of any loss under such insurance.

I hereby authorize the City of Mountain View to use photographs of me taken by its staff or agents for informational, marketing, promotional publications, or web page display. I understand these photographs are intended for the noncommercial use of City and that I am to receive no compensation for the use thereof. I agree to hold the City of Mountain View harmless from any liability arising from the use of these photographs.

Initials _____

I understand this Release is a legally binding contract between City and me. It is further understood and agreed that this Waiver, Release, and Indemnification Agreement has been freely entered into and is binding on myself, my heirs, and assigns. No oral representations or inducements have been made to me to sign this Release. I understand that while volunteering, I am not an agent of the City. By my signature below, I acknowledge that I have read this document and fully understand its contents and obligations. I am fully competent to enter this release. If I am a minor, a parent/guardian signature is required.

THIS IS A RELEASE OF YOUR RIGHTS – READ CAREFULLY BEFORE SIGNING.

Signature Date

Print Name: _____ Phone: _____

Address: _____

TO BE COMPLETED BY PARENT OR GUARDIAN OF MINOR:

I have fully read this Agreement and fully understand its content. Furthermore, the significance of this release of liability and assumption of risk Agreement has been EXPLAINED TO THE MINOR.

Signature of Parent/Guardian Date

Print Name: _____ Phone: _____

Address: _____